

Jeremy D. Maurer, *Pro Se Plaintiff*
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JEREMY D. MAURER,

Case No. C11-03580

Plaintiff,

JOINT CASE MANAGEMENT CONFERENCE STATEMENT

1

MARCUS & PARTNERS, INC., STEVEN A.
BOOSKA, SHEVGUR LLC d/b/a
BORROWLENSES.COM.

Defendants

Pursuant to the Court's Case Management Scheduling Order for Reassigned Civil Case dated August 10, 2011, plaintiff and defendants submit the following Joint Case Management Conference Statement and Proposed Order. Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Civil Local Rule 16-9 the parties conferred by telephone on Tuesday, October 4, 2011. The meeting was between Jeremy D. Maurer, pro se plaintiff, Steven A. Booska, Esq. on behalf of STEVEN A. BOOSKA ("BOOSKA"), Elizabeth A. Brekhus, Esq. on behalf of SHEVGUR LLC d/b/a BORROWLENSES.COM ("SHEVGUR"), and Brandon L. Reeves, Esq. on behalf of MARCUS & PARTNERS, INC. ("MPI").

1. Jurisdiction and Service

The Court has jurisdiction in this case on the grounds plaintiff's complaint alleges violations of the Fair Debt Collection Practices Act ("FDCPA"), codified at 15 U.S.C. 1692 *et seq.* As such, it presents a Federal question. All defendants have been served with a summons and complaint in this

1 action.

2 **2. Facts**

3 Plaintiff: Generally, plaintiff alleges Defendants violated the Fair Debt Collection Practices
 4 Act (FDCPA) and California Rosenthal Fair Debt Collection Practices Act by engaging in unlawful
 5 collection practices in an attempt to collect a debt, misrepresent the legal status of the debt,
 6 misrepresent the balance of the debt; false, deceptive or misleading practices; conduct which has the
 7 natural consequence to abuse or annoy; and unfair and unconscionable practices. The underlying
 8 matter giving rise to the debt in question was when plaintiff rented lenses and a flash from defendant
 9 SHEVGUR, LLC for a personal family vacation to Disneyland. Plaintiff rented these items in a
 10 personal capacity for the benefit of himself and his family. Defendant SHEVGUR, LLC sued
 11 plaintiff in his individual capacity and never alleged the underlying transaction was a commercial
 12 debt as they have alleged in their Answer on file.

13 Defendant MARCUS & PARTNERS, INC.: Defendant denies plaintiff's allegations and
 14 denies that it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on
 15 any of his claims.

16 Defendant STEVEN A. BOOSKA: : Defendant denies plaintiff's allegations and denies that
 17 it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his
 18 claims.

19 Defendant SHEVGUR, LLC: : Defendant denies plaintiff's allegations and denies that it
 20 violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his
 21 claims.

22 **3. Legal Issues**

23 Plaintiff: The FDCPA does not ordinarily require proof of intentional violation, and is a
 24 strict liability statute. See *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939, 948
 25 (9th Cir. 2011). The FDCPA broadly prohibits the use of "any false, deceptive, or misleading
 26 representation or means in connection with the collection of any debt." The exhibits attached to
 27 plaintiff's complaint in this matter speak for themselves. Plaintiff views this case as one of clear
 28 liability.

1 Defendant MARCUS & PARTNERS, INC.: Defendant denies plaintiff's allegations and
 2 denies that it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on
 3 any of his claims.

4 Defendant STEVEN A. BOOSKA: .: Defendant denies plaintiff's allegations and denies that
 5 it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his
 6 claims.

7 Defendant SHEVGUR, LLC: .: Defendant denies plaintiff's allegations and denies that it
 8 violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his
 9 claims.

10 4. **Motions**

11 Plaintiff: Plaintiff is likely to file motions to strike portions of the answers filed by
 12 defendants. Plaintiff plans to file motions for summary judgment or in the alternative, partial
 13 summary judgment.

14 Defendant MARCUS & PARTNERS, INC.: Defendant anticipates filing a motion for
 15 summary judgment.

16 Defendant STEVEN A. BOOSKA: .: Defendant anticipates filing a motion for summary
 17 judgment.

18 Defendant SHEVGUR, LLC: Defendant anticipates filing a motion for summary judgment.

19 5. **Amendment of Pleadings**

20 Plaintiff may seek to amend his complaint based upon the facts revealed through disclosures
 21 and discovery. The amendments will be to include additional state law claims.

22 6. **Evidence Preservation**

23 The parties agree to preserve all evidence which may be relevant to plaintiff's claims and
 24 defendants' defenses.

25 7. **Disclosures**

26 The parties agree to serve their initial disclosures on or before October 31, 2011.

27 8. **Discovery**

28 The parties jointly propose the following discovery plan:

1 All fact discovery will be commenced in time to be completed by June 2012.

2 Designation of experts will be made by August 2012.

3 The number of interrogatories, requests for admissions, and requests for production of
4 documents, as well as the number and length of depositions shall be set forth in the Federal Rules of
5 Civil Procedure.

6 **9. Class Actions**

7 This is not a class action.

8 **10. Related Cases**

9 There are no related cases.

10 **11. Relief**

11 Plaintiff seeks the following relief: (1) statutory damages; (2) actual damages; (3) punitive
12 damages; and (4) costs.

13 Defendants dispute that plaintiff is entitled to any of the relief requested.

14 **12. Settlement and ADR**

15 The parties will file their ADR stipulation prior to the CMC. The parties agree to participate
16 in an early neutral evaluation conference through the Court's ADR program.

17 **13. Consent to Magistrate Judge For All Purposes**

18 All of the parties do not consent to have a magistrate judge conduct all further proceedings
19 including trial and entry of judgment.

20 **14. Other References**

21 None.

22 **15. Narrowing of Issues**

23 None at this time.

24 **16. Expedited Schedule**

25 The parties do not agree this case can be handled on an expedited basis with streamlined
26 procedures.

27 **17. Scheduling**

28 The parties propose the following dates for discovery cutoff, designation of experts, and

RX Date/Time
2011 Oct 24 11:43 AM10/24/2011 11:53 510 834 8746
MacMorris & Carbone 510-834-8746

P.002

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1 hearing of dispositive motions, pretrial conference, and trial:

2 Discovery: June 2012

3 Designation of Experts: August 2012

4 Hearing of Dispositive Motions: September 2012

5 Pretrial Conference: October 2012

6 Trial: November 2012

7 18. **Trial**

8 All parties have requested a jury trial. The parties anticipate the length of trial will be 3 days.

9 19. **Disclosure of Non-party Interested Entities or Persons**

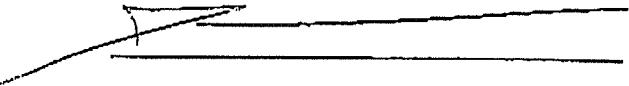
10 Plaintiff: Plaintiff has no disclosures to report.

11 Defendant MARCUS & PARTNERS, INC.: Defendant filed its disclosure of non-party
12 interested entities or persons. Other than this defendant, there are no persons or entities to report.13 Defendant STEVEN A. BOOSKA: Other than this defendant, there are no persons or entities
14 to report.15 Defendant SHEVGUR, LLC: Other than this defendant, there are no persons or entities to
16 report.17 20. **Other Matters**

18 None at this time

19 Respectfully submitted,

21 Dated: October 24, 2011

22 
Jeremy D. Maurer, Pro Se Plaintiff

24 Dated: October ____, 2011

25 Steven A. Booska, Esq.
26 Attorney for Defendant,
27 STEVEN A. BOOSKA

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1 hearing of dispositive motions, pretrial conference, and trial:

2 Discovery: June 2012

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4 Hearing of Dispositive Motions: September 2012

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8 All parties have requested a jury trial. The parties anticipate the length of trial will be 3 days.

9 **19. Disclosure of Non-party Interested Entities or Persons**

10 Plaintiff: Plaintiff has no disclosures to report.

11 Defendant MARCUS & PARTNERS, INC.: Defendant filed its disclosure of non-party
12 interested entities or persons. Other than this defendant, there are no persons or entities to report.

13 Defendant STEVEN A. BOOSKA: Other than this defendant, there are no persons or entities
14 to report.

15 Defendant SHEVGUR, LLC: Other than this defendant, there are no persons or entities to
16 report.

17 **20. Other Matters**

18 None at this time

19 Respectfully submitted,

21 Dated: October 24, 2011

22 _____
23 Jeremy D. Maurer, Pro Se Plaintiff

24 Dated: November 1, 2011

25 _____
26 /s/ *Steven A. Booska*
27 Steven A. Booska, Esq.
28 Attorney for Defendant,
STEVEN A. BOOSKA

1 Dated: November 1, 2011

ELLIS LAW GROUP, LLP

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3

/s/ Brandon L. Reeves _____

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Brandon L. Reeves, Esq.
Attorneys for Defendant,
MARCUS & PARTNERS, INC.

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6

Dated: November 1, 2011

BREKHUS LAW PARTNERS

7

8

/s/ Elizabeth A. Brekhus _____

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Elizabeth A. Brekhus, Esq.
Attorneys for Defendant
SHEVGUR, LLC dba BORROWLENSES.COM

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CERTIFICATE OF SERVICE

I, Jennifer E. Mueller, declare:

I am a citizen of the United States, am over the age of eighteen years, and am not a party to or interested in the within entitled cause. My business address is 555 University Avenue, Suite 200 East, Sacramento, CA 95825.

On November 1, 2011, I served the following document(s) on the parties in the within action:

JONT CASE MANAGEMENT CONFERENCE STATEMENT

BY MAIL: I am familiar with the business practice for collection and processing of mail. The above-described document(s) will be enclosed in a sealed envelope, with first class postage thereon fully prepaid, and deposited with the United States Postal Service at Sacramento, CA on this date, addressed as follows:

Jeremy Maurer
P.O. Box 70474
Oakland, CA 94612

Attorneys for
In Pro Persona

electronically through the Court's ECF/PACER electronic filing system, as stipulated by all parties to constitute personal service, to the following:

Steven A. Booska
Law Offices of Steven A. Booska
25 Kearny Street
Suite 500
San Francisco, CA 94108

Attorneys for Defendant
Steven A. Booska

Elizabeth Brekhus
Brekhus Law Partners
1000 Drakes Landing Road
Greenbrae, CA 94904

Attorneys for Defendant
Shevgur LLC d/b/a Borrowlenses.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement and that this Certificate was executed on November 1, 2011.

By J. Mueller
Jennifer E. Mueller